



COURTNEY P. GILBERT  
GEARY COUNTY CLERK

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FOR IMMEDIATE RELEASE:  
December 18, 2023  
Statement on Geary County Ambulance Service

Geary County and Junction City entered into a joint resolution for ambulance service in 1967. Under the agreement the City agreed to operate an ambulance service available to all residents of Geary County and the County agreed to pay the City 2/3 of the unreimbursed cost of the ambulance service. The City bills the County monthly for such service. In April of 2023, Geary County received an invoice for ambulance services for \$121,416.90 that the City described as “charges inadvertently omitted” dating back to February 2022. By the City’s own admission, they had incorrectly billed the County for 10 of the 12 months of 2022. The County had closed its books for 2022 and already being audited by the time the bill was received, the County informed the City it would not honor the charges dating back to 2022, as the 2022 budget was closed and it was well into the 2023 budget.

Given the City’s own admission of incorrect billing for 83% of the 2022 calendar year, the County began to more closely scrutinize the City’s invoices for ambulance services. In the spirit of partnership, the County repeatedly requested detailed invoices from the City that have been denied. After months of denials, the County filed an open records request for the detailed invoices rather than the line item summaries they had been provided. The County received the attached

response from the City, requesting an outlandish deposit of ten thousand dollars (\$10,000.00) to fulfill the request. The County is shocked that the City would not be able to provide a detailed invoice for the amounts they had charged. Wouldn't the City already have such a document in their possession to calculate the amounts they claim were due?

The City provided the County a lengthy PowerPoint that provides percentages they claim to utilize in calculating what is charged to Geary County. Utilizing all of the information the City would provide, County finance was unable to verify the billed amount invoiced to the County from the City. The City has not provided any concrete information regarding these differences in calculations.

Geary County has made a good faith effort to resolve and negotiate differences in the best interest of the citizens of Geary County. The City of Junction City has not. Geary County has paid for all services that have been rendered and billed that the County has been able to verify through October 2023. The County has simply requested that the City provide detailed invoices that factually match the invoices the County has already received. The County continues to wait for this information. Why wouldn't the City want to substantiate their invoices? Taxpayers should ask themselves if they would feel comfortable paying for a bill that contained no detailed charges when you are fully aware that the same entity had sent you bills with mistakes 83% of the time the previous year and already made a \$51,673.40 calculation error in May of 2023?

At the joint meeting on November 27<sup>th</sup> the City's Mayor and Vice-Mayor shared their commitment that both Commissions would meet and negotiate this issue. Since that date the City Commission has refused to take part in negotiations, and has been unwilling to hold a joint meeting in public. The City Commission most recently refused the invitation of the County Commission to appear at their December 11<sup>th</sup> meeting. This refusal came after the County Commission graciously amended their agenda in adding a staff presentation by the City regarding the EMS issue with very little notice.

The City of Junction City has been clear on a few things:

- 1) That the County pays for a portion of every single salary paid to the Junction City Fire Department
- 2) That the County pays 2/3 of 100% of paramedic salaries regardless of assignment to fire or ambulance.

- 3) That, given the choice between providing life-saving services to the general public or providing transparent billing to Geary County, they would choose to put the public's safety at risk rather than open up their books.

The Geary County Counselor submitted a good faith written settlement proposal to the City of Junction City on December 11, 2023 in an attempt to settle all disputes between the parties related to ambulance service in 2023 based on staff numbers. The proposal further opened the door for a new negotiated agreement in 2024. Despite receiving this proposal on the 11<sup>th</sup> of December, the City, once again, chose to employ strong arm tactics by adding to their agenda packet for tomorrow's December 19<sup>th</sup> meeting the possibility of suspending life-saving services to the public as soon as December 31<sup>st</sup> if the County did not pay the City's full unsubstantiated invoice. This is the second time the City has threatened to suspend service rather than meet with the County, the first occurring at their November 28<sup>th</sup> meeting when the City threatened to cancel service as of December 5<sup>th</sup>, just two days prior to the meeting already scheduled for December 7<sup>th</sup> between the two entities.

The County remains open and eager to settle this matter with the City in the best interest of the public. The County looks forward to the City's response to the proposed agreement. In that same spirit of reconciliation, Geary County would like to invite the City Commission to a joint meeting on ambulance service to be held on Thursday, December 21, 2023, at 7:00p.m. in the Commission Room of the Geary County Office Building. The County would request that the two commissions meet and settle this matter so that the public is able to enjoy their holiday without fear or worry regarding this essential service.

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Courtney Gilbert, Geary County Clerk

## Betsy Edwards

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**From:** Stites, Britain <[britain.stites@jcks.com](mailto:britain.stites@jcks.com)>  
**Sent:** Thursday, December 14, 2023 2:21 PM  
**To:** Betsy Edwards  
**Cc:** [Britney.Germain@jcks.com](mailto:Britney.Germain@jcks.com)  
**Subject:** KORA Request Received 12/11/2023

Dear Betsy,

Per City of Junction City, Kansas Ordinance 100.050, the City Clerk, not the City Attorney, is the records manager as contemplated under KORA. The City will still process the KORA request per K.S.A. 45-220(b).

In the future, you may make a Public Records Request of the City generally or specifically the Police Department via this link:  
<https://junctioncityks.justfoia.com/publicportal/home/newrequest>. We have software to aid in that request (JustFOIA).

Per the letter I received via hand-delivery on 12/11/2023 in the County Commission Chambers, the City will acquiesce in part and deny in part the request made under KORA.

- Hours worked shall be provided; however, the City will not disclose dates where leave (vacation, sick, or PTO) are utilized.
- Job title shall be disclosed.
- This will include information used to support actual compensation. The City will only provide “gross” compensation but not “net” compensation due to individual employees using varying degrees of deductions, et cetera.

To fully ascertain the request, since you asked for “job position”, what did you mean by “employees”?

The above denials for disclosure are due to K.S.A. 45-221(4), (30), (33), and (16).

Just so you are aware, the native form as is found in *Roe v. Phillips County Hospital*, 317 Kan. 1, 8 – 9, 522 P.3d 277 (January 6, 2023) will cost approximately \$10,000 or more to produce. City staff is unable to pull the file/data from the budget and payroll software. They have never had that ability unlike the Kansas Secretary of State in *Hammet v. Schwab*, 62 Kan.App.2d 406, 419 (2022). Only Excel Spreadsheets or PDFs can be produced by City staff. The native form is a .sql file I believe. The cost is for Tyler Technology’s time, labor, and production of the software.

The City would need \$10,000 prior to production of the native form due to the unreasonable burden it would cause for the City and is in line with previous costs invoiced by Tyler Technology. K.S.A. 45-218. If it costs more, then the City will invoice the County. If it costs less, then the City will reimburse the County.

We could look at allowing you to schedule and personally view the software in its native form with the aforementioned redactions. The City would charge the attending employee's or employees' hourly wage (or divided salary by hour). K.S.A. 45-219(c)(1) & (2).

Otherwise, we can produce an Excel Spreadsheet or a PDF document. Let us know which option works for you.

Britain D. Stites  
City Attorney of Junction City  
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[REDACTED]

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Any views or opinions expressed in this email are those of the author and do not represent those of the City of Junction City.

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